drugs concealed in it; *Commonwealth* v. *Stratton* (1873) 114 Mass. 303; *State* v. *Monroe* (1897) 121 N. C. 677, 28 S. E. 547; *contra, Reg.* v. *Hanson* (1849) 2 C. & K. *912; consent to intercourse is not consent to unreasonably brutal treatment accompanying such intercourse; *Richie* v. *State* (1877) 58 Ind. 355; and finally, in cases like the principal case, consent to intercourse is not consent to intercourse imparting pathogenic germs. *Reg.* v. *Bennett* (1866) 4 F. & F. 1105; *Reg.* v. *Sinclair* (1867) 13 Cox C. C. 28; see, *State* v. *Marcks* (1897) 140 Mo. 656, 677, 41 S. W. 973, 43 S. W. 1095; *contra, Reg.* v. *Clarence* (1888) 22 Q. B. D. 23. In civil cases of this nature, consent is not of governing importance, for as between unmarried persons it is felt to be against good policy to permit a recovery by a plaintiff who exposes herself promiscuously, especially since she must have contemplated such a risk, *Hegarty* v. *Shine* (1878) L. R. 4 Ir. 288; see dissenting opinion, *Reg.* v. *Clarence, supra,* 54, and as between man and wife, no action is maintainable because of the unity arising out of the marriage relation. *Bandfield* v. *Bandfield* (1898) 117 Mich. 80, 75 N. W. 287; *Schultz* v. *Christopher* (1911) 65 Wash. 496, 118 Pac. 629. But in criminal cases there is no objection to an indictment of a husband for an assault on his wife, *State* v. *Pettie* (1879) 80 N. C. 367, and the wife may testify against him in such a case. *Bramlette* v. *State* (1886) 21 Tex. Cr. 611, 2 S. W. 765; *Goodwin* v. *State* (1902) 114 Wis. 318, 90 N. W. 170. Consent then becomes of vital importance. The marital relation contemplates only healthy intercourse, see dissenting opinion, *Reg.* v. *Clarence, supra,* 59, and so the result in the principal case is sound, not because the wife's implied consent was vitiated by the fraud, but because there never was any consent to be contaminated. It has even been said that the state, as a third party interested in all marriages, would object to a deliberate assent to intercourse with a diseased spouse. See, *Trammell* v. *Vaughan* (1900) 158 Mo. 214, 59 S. W. 79. The principal case seems to be the first of its kind since *Reg.* v. *Clarence, supra,* which is *contra,* but legal scholars have generally sided with the dissenting judges in that case. 2 Bishop, New Criminal Law 72 *b* (2); Beale, Consent in the Criminal Law, 8 Harvard Law Rev. 319.

CONTRACTS—PUBLIC POLICY—PERSONAL RIGHTS.—In consideration of monthly payments by the defendants, the plaintiff contracted to make no claim to his father's estate, and to leave and stay out of a specified county. Subsequently the plaintiff entered this county, and the defendants discontinued the monthly payments, for which the plaintiff sued, on the theory that the covenant to stay out of the county was counter to policy, and the promise to make no claim to his father's estate was sufficient to bind the defendants. *Held,* for the defendant, on the ground that the contract was inseparable and the promise to stay away was valid and unperformed. *Wallace* v. *McPherson* (Tenn. 1917) 197 S. W. 565.

A contract stipulating for an extreme and unreasonable abnegation of legal rights will not be recognized. See *Mittenthal* v. *Mascagni* (1903) 183 Mass. 19, 66 N. E. 425. Therefore, an individual cannot broadly contract away his right to hold property, *Baltimore Humane etc. Society* v. *Pierce* (1905) 100 Md. 520, 60 Atl. 277, to engage in business, *Ward* v. *Byrne* (1839) 5 M. & W. 547, to resort to the courts, *Fox* v. *Masons' etc. Ass'n* (1897) 96 Wis. 390, 71 N. W. 363, to be free from involuntary servitude, *Parsons* v. *Trask* (1856) 73 Mass. 473,

or to marry. *King* v. *King* (1900) 63 Ohio 363, 59 N. E. 111, *cf.* *Grace* v. *Webb* (1846) 15 Sim. 384. A contract unduly restraining one's personal liberty is void as against public policy. *In re Baker* (N. Y. 1865) 29 How. Prac. 485; but *cf.* *Commonwealth* v. *Schultz* (Pa. 1816) 3 Wheeler C. C. 322. But an individual may reasonably limit these rights, *Mittenthal* v. *Mascagni, supra*; *Crowder-Jones* v. *Sullivan* (1904) 9 Ont. L. R. 27, and so, a promise to stay out of a small district is legal. *Jamieson* v. *Renwick* (Australia 1891) 17 Vic. L. R. 124. The court, therefore, in the instant case was correct in concluding that the contract was legal; the question, however, need never have been raised in view of the plaintiff's non-performance Furthermore, even granting the plaintiff's contention that the promise to stay away was illegal, there could have been no recovery; for where both legal and illegal promises are given for a valid and unapportionable consideration, there can be no recovery even though both promises have been performed. *Bishop* v. *Palmer* (1888) 146 Mass. 469, 16 N. E. 299; *cf.* *Cahill* v. *Gilman* (1914) 84 Misc. 372, 146 N. Y. Supp. 224.

DAMAGES—LOSS OF CHANCE TO COMPETE—PRIZE OR REWARD.—The physical condition of the plaintiff's hogs was affected by the defendant carrier's delay in transporting them to an exhibition, where, as the defendant knew, they were to be entered in competition. The hogs were awarded second premium and the plaintiff brought an action in contract, claiming as an element of his damage the failure to win first premium. *Held*, such damages were not too speculative. *Kansas City, M. & O. Ry.* v. *Bell* (Tex. Civ. App. 1917) 197 S. W. 322.

Although mere uncertainty as to the *quantum* of damages is no reason for denying a remedy, *Wakeman* v. *Wheeler* (1886) 101 N. Y. 205, 4 N. E. 264; *Simpson* v. *London etc. Ry.* (1876) 1 Q. B. D. 274; *contra, Louisville Bridge Co.* v. *Louisville Etc. R. R.* (1903) 116 Ky. 258, 75 S. W. 285, uncertainty as to whether there are actual damages will prevent recovery. *Sapwell* v. *Bass* [1910] 2 K. B. 486; see *Crichfield* v. *Julia* (C. C. A. 1906) 147 Fed. 65, 70. Hence it has been held that damages may not include compensation for prizes or rewards that might have been won on future unspecified occasions. *Cain* v. *Vollmer* (1910) 19 Idaho 163, 112 Pac. 686; *Miznec* v. *Frazier* (1879) 40 Mich. 592. But the authorities are not in accord as to whether the deprivation of a chance for a particular prize or reward should entitle the plaintiff to damages. On the ground that no amount of human ingenuity can foresee future contingencies, recovery has been refused, *Western Union Tel. Co.* v. *Crall* (1888) 39 Kan. 580, 18 Pac. 719; see *Smitha* v. *Gentry* (1898) 20 Ky. 17, 45 S. W. 515; *cf.* *Ft. Worth etc. Ry.* v. *Ikard Co.* (Tex. 1911) 140 S. W. 502, but apparently on the theory that the uncertainty can be overcome by the introduction of evidence, a contrary result has been reached in cases where the prize or reward would probably have been won, *McPeek* v. *Western Union Tel. Co.* (1899) 107 Iowa 356, 78 N. W. 63; see *Watson* v. *Ambergate etc. Ry.* (Eng. 1850) 15 Jur. 448, or, what is the same thing, where the chance itself was considered of pecuniary value. *Chaplin* v. *Hicks* [1911] 2 K. B. 786; *Adams Express Co.* v. *Egbert* (1860) 36 Pa. 360. It would seem, therefore, that the principal case was correct in holding that evidence might be admitted from which the probability of the plaintiff winning the prize might be estimated.